

# EXHIBIT A



UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK		PROOF OF CLAIM	
<p>Name of Debtor (Check Only One)</p> <p><input checked="" type="checkbox"/> Motors Liquidation Company (f/k/a General Motors Corporation)</p> <p><input type="checkbox"/> MLCS, LLC (f/k/a Saturn LLC)</p> <p><input type="checkbox"/> MLCS Distribution Corporation (f/k/a Saturn Distribution Corporation)</p> <p><input type="checkbox"/> MLC of Harlem, Inc. (f/k/a Chevrolet-Saturn of Harlem, Inc.)</p>		<p style="text-align: center;"><b>THE GARDEN CITY GROUP, INC.</b></p> <p style="text-align: center; font-weight: bold;">NOV 25 2009</p> <p style="font-size: small;">If an amount is identified above, you have a claim scheduled by one of the Debtor as shown. (This scheduled amount of your claim may be an amendment to a previously scheduled amount.) If you agree with the amount and priority of your claim as scheduled by the Debtor and you have no other claim against the Debtor, you do not need to file this proof of claim form. <u>EXCEPT AS FOLLOWS</u>: If the amount shown is listed as DISPUTED, UNLIQUIDATED, or CONTINGENT, a proof of claim <u>MUST</u> be filed in order to receive any distribution in respect of your claim. If you have already filed a proof of claim in accordance with the attached instructions, you need not file again.</p>	
<p>Case No</p> <p>09-50026 (REG)</p> <p>09-50027 (REG)</p> <p>09-50028 (REG)</p> <p>09-13558 (REG)</p>			
<p><small>NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case, but may be used for purposes of asserting a claim under 11 U.S.C. § 503(b)(9) (see Item # 5). All other requests for payment of an administrative expense should be filed pursuant to 11 U.S.C. § 503.</small></p>			
<p>Name of Creditor (the person or other entity to whom the debtor owes money or property) <b>GOMEZ TIA</b></p>	<p><input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim</p> <p>Court Claim Number _____</p> <p>(If known)</p> <p>Filed on _____</p>		
<p>Name and address where notices should be sent</p> <p><b>GOMEZ TIA</b>  <b>865 O CALLAGHAN DRIVE</b>  <b>SPARKS NV 89434-3920</b></p>		<p><input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars</p> <p><input type="checkbox"/> Check this box if you are the debtor or trustee in this case</p>	
<p>Telephone number _____</p> <p>Email Address <b>Tia - Gomez@hotmail.com</b></p>			
<p>Name and address where payment should be sent (if different from above)</p> <p style="text-align: center;"><b>FILED - 50945</b>  <b>MOTORS LIQUIDATION COMPANY</b>  <b>F/K/A GENERAL MOTORS CORP</b>  <b>SDNY # 09-50026 (REG)</b></p>			
<p>Telephone number <b>775 - 219 - 2615</b></p>		<p><b>5 Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a)</b>  <b>If any portion of your claim falls in one of the following categories, check the box and state the amount</b></p> <p>Specify the priority of the claim</p> <p><input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B)</p> <p><input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4)</p> <p><input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5)</p> <p><input type="checkbox"/> Up to \$2,425* of deposits toward purchase lease or rental of property or services for personal family or household use - 11 U.S.C. § 507(a)(7)</p> <p><input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8)</p> <p><input type="checkbox"/> Value of goods received by the Debtor within 20 days before the date of commencement of the case - 11 U.S.C. § 503(b)(9) (§ 507(a)(2))</p> <p><input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)( )</p> <p style="text-align: right;"><b>Amount entitled to priority</b></p> <p style="text-align: right;">\$ _____</p> <p style="font-size: x-small;">*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment</p>	
<p><b>1 Amount of Claim as of Date Case Filed, June 1, 2009</b> <u>\$ 365,000.00</u></p> <p>If all or part of your claim is secured, complete item 4 below. However, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. If all or part of your claim is asserted pursuant to 11 U.S.C. § 503(b)(9), complete item 5.</p> <p><input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges <u>Product Liability &amp; Medical Bills</u></p>			
<p><b>2 Basis for Claim</b> <u>Personal Injury, Air Bags Faulty, Medical Bills.</u></p> <p>(See instruction #2 on reverse side)</p>			
<p><b>3 Last four digits of any number by which creditor identifies debtor</b> <u>CASE # 09-50026</u></p> <p><b>3a Debtor may have scheduled account as</b> <u>CASE # 09-50026</u></p> <p>(See instruction #3a on reverse side)</p>			
<p><b>4 Secured Claim</b> (See instruction #4 on reverse side)</p> <p>Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information</p> <p>Nature of property or right of setoff <input type="checkbox"/> Real Estate <input checked="" type="checkbox"/> Motor Vehicle <input type="checkbox"/> Equipment <input type="checkbox"/> Other</p> <p>Describe <u>Personal Injury, NO Air Bag Deployment &amp; Medical Bills</u></p> <p>Value of Property \$ _____ Annual Interest Rate % _____</p> <p>Amount of arrearage and other charges as of time case filed included in secured claim, if any \$ _____</p> <p>Basis for perfection _____</p> <p>Amount of Secured Claim \$ _____ Amount Unsecured \$ _____</p>			
<p><b>6 Credits</b> The amount of all payments on this claim has been credited for the purpose of making this proof of claim</p>			
<p><b>7 Documents</b> Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of redacted on reverse side)</p> <p>DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.</p> <p>If the documents are not available, please explain in an attachment _____</p>			
<p>Date _____</p>	<p><b>Signature</b> The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.</p> <p><u>Lia Gomez</u> <u>Tia Gomez</u></p>		
<p><b>FOR COURT USE ONLY</b></p>			

# INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules. The attorneys for the Debtors and their court-appointed claims agent, The Garden City Group, Inc., are not authorized and are not providing you with any legal advice.

## A SEPARATE PROOF OF CLAIM FORM MUST BE FILED AGAINST EACH DEBTOR

PLEASE SEND YOUR ORIGINAL COMPLETED CLAIM FORM AS FOLLOWS: IF BY MAIL, THE GARDEN CITY GROUP, INC., ATTN: MOTORS LIQUIDATION COMPANY, CLAIMS PROCESSING, P.O. BOX 9386, DUBLIN, OH 43017-4286; IF BY HAND OR OVERNIGHT COURIER, THE GARDEN CITY GROUP, INC., ATTN: MOTORS LIQUIDATION COMPANY, CLAIMS PROCESSING, 5151 BLAZER PARKWAY, SUITE A, DUBLIN, OH 43017. PROOFS OF CLAIM MAY ALSO BE HAND DELIVERED TO THE UNITED STATES BANKRUPTCY COURT, SDNY, ONE BOWLING GREEN, ROOM 534, NEW YORK, NEW YORK 10004. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.

THE GENERAL AND GOVERNMENTAL BAR DATE IS NOVEMBER 30, 2009 AT 5:00 P.M. (PREVAILING EASTERN TIME)

### Court, Name of Debtor, and Case Number

These Chapter 11 cases were commenced in the United States Bankruptcy Court for the Southern District of New York on June 1, 2009. You should select the debtor against which you are asserting your claim.

### A SEPARATE PROOF OF CLAIM FORM MUST BE FILED AGAINST EACH DEBTOR

#### Creditor's Name and Address

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. Please provide us with a valid email address. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

#### 1. Amount of Claim as of Date Case Filed

State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

#### 2. Basis for Claim

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if the debtor, trustee, or another party in interest files an objection to your claim.

#### 3. Last Four Digits of Any Number by Which Creditor Identifies Debtor

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor, if any.

#### 3a. Debtor May Have Scheduled Account As

Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

#### 4. Secured Claim

Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.) State the type and the value of property that secures the claim, attach copies of lien documentation, and state annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing.

#### 5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507(a)

If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

For claims pursuant to 11 U.S.C. § 503(b)(9), indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before June 1, 2009, the date of commencement of these cases. (See DEFINITIONS, below.) Attach documentation supporting such claim.

#### 6. Credits

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the Debtor credit for any payments received toward the debt.

#### 7. Documents

Attach to this proof of claim redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary, FRBP 3001(c) and (d). If the claim is based on the delivery of health care goods or services, see instruction 2. Do not send original documents as attachments may be destroyed after scanning.

#### Date and Signature

The person filing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

## DEFINITIONS

### Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case. The Debtors in these Chapter 11 cases are:

Motors Liquidation Company (f/k/a General Motors Corporation)	09-50026 (RFG)
MLCS LLC (f/k/a Saturn LLC)	09-50027 (RFG)
MLCS Distribution Corporation (f/k/a Saturn Distribution Corporation)	09-50028 (RFG)
MLC of Harlem, Inc. (f/k/a Chevrolet-Saturn of Harlem, Inc.)	09-13558 (RFG)

### Creditor

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing.

### Claim

A claim is the creditor's right to receive payment on a debt that was owed by the Debtor on the date of the bankruptcy filing. See 11 U.S.C. § 101(5). A claim may be secured or unsecured.

### Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with The Garden City Group, Inc., as described in the instructions above, and in the Bar Date Notice.

### Secured Claim Under 11 U.S.C. § 506(a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be

paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

### Section 503(b)(9) Claim

A Section 503(b)(9) claim is a claim for the value of any goods received by the debtor within 20 days before the date of commencement of a bankruptcy case in which the goods have been sold to the debtor in the ordinary course of such debtor's business.

### Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

### Claim Entitled to Priority Under 11 U.S.C. § 507(a)

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

### Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor should redact and use only the last four digits of any social-security, individual's

tax-identification, or financial-account number, all but the initials of a minor's name, and only the year of any person's date of birth.

### Evidence of Perfection

Evidence of perfection may include a mortgage lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

### Acknowledgment of Filing of Claim

To receive acknowledgment of your filing from The Garden City Group, Inc., please provide a self-addressed, stamped envelope and a copy of this proof of claim when you submit the original claim to The Garden City Group, Inc.

### Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(c), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy court.

### Additional Information

If you have any questions with respect to this claim form, please contact Alix Partners at 1 (800) 414-9607 or by e-mail at [claims@motorsliquidation.com](mailto:claims@motorsliquidation.com).



0102

ADDRESSEE

REMIT TO

100067

ACCOUNT NUMBER: REDACTED

INP

BILLTYPE FINAL

N

GOMEZ ,TIA L  
GUAR PH 775-378-7395

STENDELL ERIC R

TIA GOMEZ  
4195 RIO ENCANTADA  
RENO NV 89502

PT TYPE E  
INS CODES

REDACTED

CONDENSED SUMMARY OF CURRENT ACTIVITY

REV	DESCRIPTION	QTY	CHARGES
	BALANCE DUE		34,150 25
ADJ	COPAY/DEDUCTIBLE		34,150 25
ADJ	COPAY/DEDUCTIBLE		34,150 25
ADJ	COPAY/DEDUCTIBLE		34,150 25-
ADJ	COPAY/DEDUCTIBLE		34,150 25-
	BALANCE DUE		34,150 25

8880\*SZQ0LD4OZ000442

### ABOUT YOU

YOUR NAME (Last First Middle Initial)			
ADDRESS			
CITY	STATE	ZIP	
TELEPHONE ( )	MARITAL STATUS <input type="checkbox"/> Single <input type="checkbox"/> Married		<input type="checkbox"/> Separated <input type="checkbox"/> Divorced <input type="checkbox"/> Widowed
EMPLOYER'S NAME		TELEPHONE ( )	
EMPLOYER'S ADDRESS	CITY	STATE	ZIP

### ABOUT YOUR INSURANCE

YOUR PRIMARY INSURANCE COMPANY'S NAME		EFFECTIVE DATE
PRIMARY INSURANCE COMPANY'S ADDRESS		PHONE
CITY	STATE	ZIP
POLICYHOLDER'S ID NUMBER		GROUP PLAN NUMBER
YOUR SECONDARY INSURANCE COMPANY'S NAME		EFFECTIVE DATE
SECONDARY INSURANCE COMPANY'S ADDRESS		PHONE
CITY	STATE	ZIP
POLICYHOLDER'S ID NUMBER		GROUP PLAN NUMBER

ACCOUNT NUMBER: REDACTED

INP

BILLTYPE FINAL

N

GOMEZ ,TIA L  
GUAR PH 775-378-7395

STENDELL ERIC R

TIA GOMEZ  
4195 RIO ENCANTADA  
RENO NV 89502

PT TYPE E  
INS CODES

REDACTED

#### CONDENSED SUMMARY OF CURRENT ACTIVITY

REV	DESCRIPTION	QTY	CHARGES
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8880\*SZQ0LD40Z000442



100067

450 Edison Way  
Reno, Nv 89502

April 16, 2007

Pg 6 of 37

1-888-942-8911

Account #  
Services for  
Balance Due

REDACTED

\$828 00

Return Service Requested

570871

|||||

TIA GOMEZ - R04  
3625 RIO POCO RD  
RENO NV 89502-5349Send To  
REMSA GROUND AMBULANCE  
450 EDISON WAY  
RENO, NV 89502-4117

|||||



DETACH UPPER PORTION AND RETURN WITH PAYMENT

Account #  
Services for  
Balance Due

REDACTED

\$828 00

Dear patient,

This letter is to advise you that payment is expected by return mail or we will place your account with a collection agency Do not put this off any longer

The decision is yours Pay the amount due by return mail or call this office to make arrangements on this account, but you must do it now! You can still pay by credit card Complete and return the bottom portion and return it to us Without your cooperation we have little choice but to proceed to protect our interests on this account

Sincerely,

Account Representative

---

### WE ACCEPT VISA/MASTERCARD FOR YOUR CONVENIENCE

IF YOU WISH TO PAY BY CHARGE CARD FILL IN THE INFORMATION BELOW AND RETURN THIS PORTION OF THE LETTER ALONG WITH THE TOP PORTION OF THE LETTER IN THE ENCLOSED ENVELOPE

TIA GOMEZ - 0638137

PLEASE CHARGE MY MASTERCARD \_\_\_\_\_ VISA \_\_\_\_\_

NAME ON CARD \_\_\_\_\_ AMOUNT OF PMT \$ \_\_\_\_\_

CARD NUMBER \_\_\_\_\_ EXPIRATION DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DRIVERS LICENSE \_\_\_\_\_

REDACTED

### ABOUT YOU

YOUR NAME (Last First, Middle Initial)			
ADDRESS			
CITY	STATE	ZIP	
TELEPHONE ( )	MARITAL STATUS <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Separated <input type="checkbox"/> Divorced <input type="checkbox"/> Widowed		
EMPLOYER'S NAME		TELEPHONE ( )	
EMPLOYER'S ADDRESS	CITY	STATE	ZIP

### ABOUT YOUR INSURANCE

YOUR PRIMARY INSURANCE COMPANY'S NAME		
PRIMARY INSURANCE COMPANY'S ADDRESS		PHONE
CITY	STATE	ZIP
POLICYHOLDER'S ID NUMBER		GROUP PLAN NUMBER
YOUR SECONDARY INSURANCE COMPANY'S NAME		
SECONDARY INSURANCE COMPANY'S ADDRESS		PHONE
CITY	STATE	ZIP
POLICYHOLDER'S ID NUMBER		GROUP PLAN NUMBER





Event Number: 09-50026-mg

Doc 12053-1

File 12912112

Entered 09/12/12 14:58:11

Exhibit 002

Accident Number: WCSO-11946

STATE OF NEVADA  
TRAFFIC ACCIDENT REPORT  
SCENE INFORMATION SHEET  
Revised 1/14/04

Code Violation:

☐ 1) Property ☒ 2) Injury ☐ 3) Fatal
☒ 1) Urban ☐ 1) Emergency Use ☐ 1) Preliminary Report ☐ 3) Re-submission ☐ 1) Hit and Run  
☐ 2) Rural ☐ 2) Police Report ☒ 2) Initial Report ☐ 4) Supplement Report ☐ 2) Private Property

Agency Name:

WCSO

Collision Date: 10/19/06 Time: 1702 Day: 4 Beat / Sector: 3  
☒ 1) County ☐ 2) City

Surface: ☒ 1) Asphalt ☐ 2) Concrete ☐ 3) Gravel ☐ 4) Dirt ☐ 5) Other  
Intersection: ☐ 1) Four Way ☐ 2) T- Four Way ☐ 3) I ☐ 4) X ☐ 5) Roundabout ☐ 6) Other  
Paddle Markers: ☒ 1) None ☐ 2) Left Side ☐ 3) Right Side ☐ 4) Both Sides ☐ 5) Unknown

Mile Marker: # Vehicles: 3 # Non Motorists: 3 # Occupants: 3 # Fatalities: 0 # Injured: 2 # Restrained: 3

Occurred On: (Highway # or Street Name)

☐ 1) Parking Lot

Sun Valley Blvd

☒ 1) At Intersection With:☐ 2) Dr☐ 3) East☐ 4) West☐ 5) Approaches

Of (Cross Street)

Middle Fork

Access Control

☐ 1) None☐ 2) Gate☐ 3) Barrier
Roadway Character:  
☐ 1) Curve & Grade  
☐ 2) Curve & Hillcrest  
☐ 3) Curve & Level  
☐ 4) Straight & Grade  
☐ 5) Straight & Hillcrest  
☒ 6) Straight & Level  
☐ 7) Unknown  
☐ 8) Other

Roadway Conditions:  
☒ 1) Dry ☐ 7) Slush  
☐ 2) Ice ☐ 8) Standing Water  
☐ 3) Wet ☐ 9) Moving Water  
☐ 4) Snow ☐ 10) Unknown  
☐ 5) Sand / Mud / Oil / Dirt / Gravel  
☐ 6) Other

Total Thru Lanes:  
Main Road:  
☒ 1) One  
☐ 2) Two  
☐ 3) Three  
☐ 4) Four  
☐ 5) Five  
☐ 6) > 5  
Total All Lanes:

Average Roadway Widths:  
Travel Lane: \_\_\_\_\_ ft  
Storage / Turn Lane: \_\_\_\_\_ ft  
Median: \_\_\_\_\_ ft  
Paved Shoulder:  
Inside: \_\_\_\_\_ ft  
Outside: \_\_\_\_\_ ft

Roadway Grade:  
☐ 1) Not Determined  
☒ 2) Relatively Level Roadway  
☐ 3) Up Slope (+)  
☐ 4) Down Slope (-)  
Relative To: \_\_\_\_\_  
Grade: \_\_\_\_\_ %

## Pavement Markings and Type

☒ 1) Centerline, Broken Yellow ☐ 6) No Painting, Either Direction ☐ 12) None  
☐ 2) Centerline, Solid Yellow ☐ 7) Turn Arrow Symbols ☐ 13) Unknown  
☐ 3) Centerline, Double Yellow ☐ 8) Center Turn Lane Line  
☐ 4) Lane Line, Broken White ☐ 9) Edge Line, Left, Yellow  
☐ 5) Lane Line, Solid White ☐ 10) Edge Line, Right, White  
☐ 11) Other

## Highway Description

☒ 1) Two-Way, Not Divided  
☐ 2) Two-Way, Divided, Unpro. Median  
☐ 3) Two-Way, Divided, Median Barrier  
☐ 4) One-Way, Not Divided  
☐ 5) Unknown  
☐ 6) Off Road

## Weather Conditions

☒ 1) Clear ☐ 7) Fog, Smog, Smoke, Mist  
☐ 2) Cloudy ☐ 8) Severe Crosswinds  
☐ 3) Snow ☐ 9) Sleet / Hail  
☐ 4) Rain ☐ 10) Unknown  
☐ 5) Blowing Sand, Dirt, Soft, Snow  
☐ 6) Other

## Light Conditions

☐ 1) Dark ☐ 4) Dark - No Roadway Lighting  
☐ 2) Dawn ☐ 7) Dark - Spot Roadway Lighting  
☒ 3) Daylight ☐ 8) Dark - Continuous Roadway Lighting  
☐ 4) Unknown ☐ 9) Dark - Unknown Roadway Lighting  
☐ 5) Other

## Vehicle Collision Type

☐ 1) Head On ☐ 5) Rear to Rear  
☒ 2) Rear End ☐ 6) Side-swipe - Meeting  
☐ 3) Backing ☐ 7) Side-swipe - Overtaking  
☐ 4) Angle ☐ 8) Non - Collision  
☐ 9) Unknown

## Location of First Event

☒ 1) Travel Lane ☐ 6) Outside Shoulder ☐ 11) Ramp  
☐ 2) Turn Lane ☐ 7) Intersection ☐ 12) Unknown  
☐ 3) Cross ☐ 8) Private Property  
☐ 4) Median ☐ 9) Other  
☐ 5) Inside Shoulder ☐ 10) Other

## Highway / Environment Factors

☒ 1) None ☐ 7) Shoulders ☐ 11) Ruts, Holes, Bumps  
☐ 2) Weather ☐ 8) Road Obstruction ☐ 12) Active Work Zone  
☐ 3) Pavement ☐ 9) Worn Traffic Surface ☐ 13) Inactive Work Zone  
☐ 4) Glass ☐ 10) Wet, Ice, Snow, Slush ☐ 14) Animal in Roadway  
☐ 5) Other Highway ☐ 15) Unknown  
☐ 6) Other Environmental

## Property Damage To Other Than Vehicle

Describe Property Damage

Chainlink Fence

Owner's Name:

Alma Jean Lesak

Owner's Address: (Street Address City, State Zip)

5975 Middle Fork Sun Valley 89433

First Harmful Event

Code #:

347

Description:

slow / stopped vehicle

## Description of Accident / Narrative

V2 was turning from Sun Valley Blvd onto Middle Fork. V2 was then struck from behind by V3 entering V2 into the yard of 5991 Middle Fork. V2 caused damage to landscaping and also struck V3. V3 then traveled across the yard striking the fence at 5975 Middle Fork damaging approximately 12-15' of chainlink fencing.

Investigation Complete: ☒ 1) Yes ☐ 2) No  
Photos Taken: ☒ 1) Yes ☐ 2) No  
Scene Diagram: ☒ 1) Yes ☐ 2) No  
Statements: ☒ 1) Yes ☐ 2) No  
Date Notified: 10/19/06  
Time Notified: 1702  
Arrival Date: 10/19/06  
Arrival Time: 1704

Investigator(s): J. Wood  
ID Number: 253-1  
Date: 10/20/06  
Reviewed By: WCSO  
Date Reviewed: 10/30/06  
Page: 1 of 3

## Scene Information



Event Number: 00026-mg Doc 12053-1		Filed 09/12/12 Entered 09/12/12		Accident Number: Exhibit A	
Vehicle # <u>1</u> # Occupants <u>3</u> <input checked="" type="checkbox"/> 1st Fault <input type="checkbox"/> 2nd Non Contact Vehicle		<b>STATE OF NEVADA</b> <b>TRAFFIC ACCIDENT REPORT</b> <b>VEHICLE INFORMATION SHEET</b> Revised 1/1/04		Agency Name: <u>WCSO</u>	
Direction of Travel: <input type="checkbox"/> North <input type="checkbox"/> East <input type="checkbox"/> Unknown <input checked="" type="checkbox"/> South <input type="checkbox"/> West		Highway / Street Name: <u>Sun Valley Blvd.</u>		Travel Lane #: <u>1</u>	
Vehicle <input checked="" type="checkbox"/> Straight <input type="checkbox"/> Left Turn <input type="checkbox"/> U-Turn <input type="checkbox"/> Wrong Way <input type="checkbox"/> Passing <input type="checkbox"/> Leaving Parked <input type="checkbox"/> Leaving Lane <input type="checkbox"/> Enter Parked <input type="checkbox"/> Lane Change <input type="checkbox"/> Unknown Action: <input type="checkbox"/> Backing <input type="checkbox"/> Right Turn <input type="checkbox"/> Parked <input type="checkbox"/> Stopped <input type="checkbox"/> Backing <input type="checkbox"/> Entering Lane <input type="checkbox"/> Other Turning <input type="checkbox"/> Driverless Vehicle <input type="checkbox"/> Other					
Driver: <u>Gomez, T. Lee</u>		Transported By: <input type="checkbox"/> Not Transported <input checked="" type="checkbox"/> EMS <input type="checkbox"/> Police <input type="checkbox"/> Unknown <input type="checkbox"/> Other		Transported To: <u>Reno Medical Center</u>	
Street Address: <u>4145 Rio Encantado</u>		City: <u>Reno</u> State / Country <input checked="" type="checkbox"/> NV Zip Code: <u>89502</u>		Person Type: <u>1</u> Seating Position: <u>Capt</u> Occupant Restraints: <u>7dc</u>	
<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Unknown DOB: <u>REDACTED</u>		Phone Number: <u>378-7395</u>		Injury Severity: <u>C</u> Injury Location: <u>Capt</u> <u>Capt</u> <u>Capt</u>	
OLN: <u>0701158983</u> State: <input checked="" type="checkbox"/> NV Class: <input type="checkbox"/> CDL <input checked="" type="checkbox"/> DL License Status: <u>C</u>		Airbags: <u>3</u> Airbag Switch: <u>99ds</u> Ejected: <u>0</u> Trapped: <u>0</u>		Driver Factors:	
Compliance: <input type="checkbox"/> Restrict <input type="checkbox"/> Endorse Alcohol/Drug Involvement: <input checked="" type="checkbox"/> Not Involved <input type="checkbox"/> Suspected Impairment <input type="checkbox"/> Alcohol <input type="checkbox"/> Drugs <input type="checkbox"/> Unknown		Endorsements: Code Code Code Code Code Code Restrictions: Code Code Code Code Code Code Method of Determination (check up to 2): <input type="checkbox"/> Field Sobriety Test <input type="checkbox"/> Urine Test <input type="checkbox"/> Eyewitness Breath <input type="checkbox"/> Blood Test <input checked="" type="checkbox"/> Driver Admission <input type="checkbox"/> Preliminary Breath Test		<input checked="" type="checkbox"/> Apparently Normal <input type="checkbox"/> Not Been Drinking <input type="checkbox"/> Drug Involvement <input type="checkbox"/> Apparently Fatigued / Asleep <input type="checkbox"/> Obstructed View <input type="checkbox"/> Driver Ill / Injured <input type="checkbox"/> Other Improper Driving <input type="checkbox"/> Driver Inattention / Distracted <input type="checkbox"/> Physical Impairment <input type="checkbox"/> Unknown	
Vehicle Year: <u>2005</u> Vehicle Make: <u>Cadillac</u> Vehicle Model: <u>Escalade</u> Vehicle Type: <u>MPV</u>		Plate / Permit No.: <u>1</u> State: <input type="checkbox"/> NV Expiration Date: <u>1/1</u> Vehicle Color: <u>Whit</u>		Vehicle Factors:	
Vehicle Identification Number: <u>1GYPE63N9SR156553</u>		Registered Owner Name: <u>Same As Driver</u>		<input type="checkbox"/> Failed To Yield Right Of Way <input type="checkbox"/> Failed To Maintain Lane <input type="checkbox"/> Driverless Vehicle <input type="checkbox"/> Disregard Control Device <input checked="" type="checkbox"/> Following Too Close <input type="checkbox"/> Unsafe Backing <input type="checkbox"/> Too Fast For Conditions <input type="checkbox"/> Unsafe Lane Change <input type="checkbox"/> Ran Off Road <input type="checkbox"/> Exceeding Speed Limit <input type="checkbox"/> Made Improper Turn <input type="checkbox"/> Hit and Run <input type="checkbox"/> Wrong Way / Direction <input type="checkbox"/> Over Correct/Steering <input type="checkbox"/> Road Defect <input type="checkbox"/> Mechanical Defects <u>Code</u> <input type="checkbox"/> Other Improper Driving <input type="checkbox"/> Object Avoidance <input type="checkbox"/> Drove Left Of Center <input type="checkbox"/> Aggressive / Reckless / Careless <input type="checkbox"/> Other <input type="checkbox"/> Unknown	
Registered Owner Address:		Insurance Company Name: <u>Farmer's</u>		Policy Number: <u>6715769-02-63</u> Effective: <u>9/1/05</u> To: <u>3/31/07</u>	
Insurance Company Address or Phone Number: <u>P.O. Box 29054 Phoenix AZ 85038</u>		Insurance Company Address or Phone Number:		Damaged Areas:	
<input checked="" type="checkbox"/> Vehicle Towed Towed By: <u>City Auto Tow</u>		Removed To: <u>501 DeMond</u>		<input type="checkbox"/> 1 Front <input type="checkbox"/> 2 Right Side <input type="checkbox"/> 3 Left Side <input type="checkbox"/> 4 Rear <input type="checkbox"/> 5 Right Front <input type="checkbox"/> 6 Right Rear <input type="checkbox"/> 7 Top <input type="checkbox"/> 8 Under Carriage <input type="checkbox"/> 9 Left Front <input type="checkbox"/> 10 Left Rear <input type="checkbox"/> 11 Unknown <input type="checkbox"/> 12 Other	
Traffic Control:		Distance Traveled After Impact:		Speed Estimate:	
<input checked="" type="checkbox"/> 1) Speed Zone <u>Code</u> <input type="checkbox"/> 11) Stop Sign <u>Code</u> <input type="checkbox"/> 2) Signal Light <u>Code</u> <input type="checkbox"/> 12) Yield Sign <u>Code</u> <input type="checkbox"/> 3) Flashing Light <u>Code</u> <input type="checkbox"/> 13) R. R. Sign <u>Code</u> <input type="checkbox"/> 4) School Zone <u>Code</u> <input type="checkbox"/> 14) R. R. Gauge <u>Code</u> <input type="checkbox"/> 5) Ped. Signal <u>Code</u> <input type="checkbox"/> 15) R. R. Signal (D) <u>Code</u> <input type="checkbox"/> 6) No Passing <u>Code</u> <input type="checkbox"/> 16) Marked Lanes <u>Code</u> <input type="checkbox"/> 7) No Controls <u>Code</u> <input type="checkbox"/> 17) Tire Chains/Snow Req. <u>Code</u> <input type="checkbox"/> 8) Warning Sign <u>Code</u> <input type="checkbox"/> 18) Permissive Green <u>Code</u> <input type="checkbox"/> 9) Turn Signal <u>Code</u> <input type="checkbox"/> 19) Unknown <u>Code</u> <input type="checkbox"/> 10) Other <u>Code</u>		From: To: Limit:		Extent Of Damage:	
<input type="checkbox"/> 1) Minor <input type="checkbox"/> 4) Total <input type="checkbox"/> 5) None <input checked="" type="checkbox"/> 3) Major <input type="checkbox"/> 6) Unknown		Sequence Of Events:		Collision With Fixed Object: Most Harmful Event:	
Code # Description:		Code # Description:		Code # Description:	
1st <u>277</u> <u>slow/stopped vehicle</u>		2nd <u>Code</u>		3rd <u>Code</u>	
4th <u>Code</u>		5th <u>Code</u>		6th <u>Code</u>	
7th <u>Code</u>		8th <u>Code</u>		9th <u>Code</u>	
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79th <u>Code</u>		80th <u>Code</u>		81st <u>Code</u>	
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214th <u>Code</u>		215th <u>Code</u>		216th <u>Code</u>	
217th <u>Code</u>		218th <u>Code</u>		219th <u>Code</u>	
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277th <u>Code</u>		278th <u>Code</u>		279th <u>Code</u>	
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358th <u>Code</u>		359th <u>Code</u> </			



Event Number: 09-50026-mg Doc 12053-1 Filed 09/12/12 Entered 09/12/12 14:53:11 Exhibit A

STATE OF NEVADA TRAFFIC ACCIDENT REPORT VEHICLE INFORMATION SHEET Revised 1/14/04				Accident Number:	
Vehicle # <u>2</u>		# Occupants <u>1</u>		Agency Name: <u>WPC - 11946</u>	
<input type="checkbox"/> 1) At Fault <input type="checkbox"/> 2) Non Contact Vehicle		Direction <input type="checkbox"/> 1) North <input type="checkbox"/> 2) East <input type="checkbox"/> 3) Unknown of Travel: <input type="checkbox"/> 2) South <input checked="" type="checkbox"/> 3) West		Highway / Street Name: <u>SUN VALLEY BLVD</u> Travel Lane #: <u>1</u>	
Vehicle <input type="checkbox"/> 1) Straight <input checked="" type="checkbox"/> 2) Left Turn <input type="checkbox"/> 3) U-Turn <input type="checkbox"/> 4) Wrong Way <input type="checkbox"/> 5) Passing <input type="checkbox"/> 6) Leaving Parked <input type="checkbox"/> 7) Leaving Lane <input type="checkbox"/> 8) Enter Parked <input type="checkbox"/> 9) Lane Change <input type="checkbox"/> 10) Unknown Action: <input type="checkbox"/> 1) Backing <input type="checkbox"/> 2) Right Turn <input type="checkbox"/> 3) Parked <input type="checkbox"/> 4) Stopped <input type="checkbox"/> 5) 10) Backing <input type="checkbox"/> 6) Entering Lane <input type="checkbox"/> 7) Other Turning <input type="checkbox"/> 8) Driveway Vehicle <input type="checkbox"/> 9) Other					
Driver: <u>KENNEDY, THOMAS WILLIAM</u>			Transported By: <input checked="" type="checkbox"/> 1) Not Transported <input type="checkbox"/> 2) EMS <input type="checkbox"/> 3) Police <input type="checkbox"/> 4) Unknown <input type="checkbox"/> 5) Other		
Street Address: <u>5516 NUNDALE DR</u>			Transported To:		
City: <u>SUN VALLEY</u>		State / Country: <input checked="" type="checkbox"/> NV		Zip Code: <u>89433</u>	
<input checked="" type="checkbox"/> 1) Male <input type="checkbox"/> 2) Unknown <input type="checkbox"/> 3) Female <input type="checkbox"/> 1) Male <input type="checkbox"/> 2) Unknown <input type="checkbox"/> 3) Female		DOB: <u>REDACTED</u>		Phone Number: <u>673 2634</u>	
OLN: <u>6630306474</u>		State: <input checked="" type="checkbox"/> NV		Class: <input type="checkbox"/> 1) GPL <input checked="" type="checkbox"/> 2) BDR <input type="checkbox"/> 3) License Status: <u>CD</u>	
Compliance: <input type="checkbox"/> 1) Basic <input type="checkbox"/> 2) Endorse		Endorsements: <u>CD</u>		Restrictions: <u>CD</u>	
Alcohol/Drug Involvement: <input checked="" type="checkbox"/> 1) Not Involved <input type="checkbox"/> 2) Suspected Impairment <input type="checkbox"/> 3) Alcohol <input type="checkbox"/> 4) Drugs <input type="checkbox"/> 5) Unknown		Method of Determination (check up to 2): <input type="checkbox"/> 1) Field Sobriety Test <input type="checkbox"/> 2) Urine Test <input type="checkbox"/> 3) Evidentiary Breath <input type="checkbox"/> 4) Blood Test <input type="checkbox"/> 5) Driver Admission <input type="checkbox"/> 6) Preliminary Breath Test		Test Results:	
Vehicle Year: <u>2001</u>		Vehicle Make: <u>GMC</u>		Vehicle Model: <u>SIERRA 2500</u>	
Vehicle Type: <u>P/U</u>		Plate / Permit No.: <u>582 TMM</u>		State: <input checked="" type="checkbox"/> NV	
Expiration Date: <u>9/15/07</u>		Vehicle Color: <u>GRY</u>		Vehicle Identification Number: <u>1GTHK33651F150955</u>	
Registered Owner Name: <u>SAA</u>					
Registered Owner Address: <u>PROGRESSIVE CASUALTY</u>					
Insurance Company Name: <u>PROGRESSIVE CASUALTY</u>					
Policy Number: <u>65040-24-7</u>		Effective: <u>7/21/06</u>		To: <u>1/21/07</u>	
Insurance Company Address or Phone Number: <u>775-822-3000</u>					
<input checked="" type="checkbox"/> 1) Vehicle Towed		Towed By: <u>DINNER</u>			
Removed To:		1st Contact <input type="checkbox"/> 1) Front <input type="checkbox"/> 2) Right Side <input type="checkbox"/> 3) Left Side <input type="checkbox"/> 4) Rear <input type="checkbox"/> 5) Right Front <input type="checkbox"/> 6) Right Rear <input type="checkbox"/> 7) Top <input type="checkbox"/> 8) Under Carriage <input type="checkbox"/> 9) Left Front <input type="checkbox"/> 10) Left Rear <input type="checkbox"/> 11) Unknown <input type="checkbox"/> 12) Other			
Traffic Control <input checked="" type="checkbox"/> 1) Speed Zone <input type="checkbox"/> 11) Stop Sign <input type="checkbox"/> 2) Signal Light <input type="checkbox"/> 12) Yield Sign <input type="checkbox"/> 3) Flashing Light <input type="checkbox"/> 13) E. R. Sign <input type="checkbox"/> 4) School Zone <input type="checkbox"/> 14) R. R. Gates <input type="checkbox"/> 5) Red. Signal <input type="checkbox"/> 15) R. R. Signal (E) <input type="checkbox"/> 6) No Parking <input type="checkbox"/> 16) Marked Lane <input type="checkbox"/> 7) No Controls <input type="checkbox"/> 17) Tire Chains/Snow Req. <input type="checkbox"/> 8) Warning Sign <input type="checkbox"/> 18) Permissive Green <input type="checkbox"/> 9) Turn Signal <input type="checkbox"/> 19) Unknown <input type="checkbox"/> 10) Other		Distance Traveled After Impact: <u>8' 2"</u>		Speed Estimate From: <u>0</u> To: <u>5</u> Limit: <u>35</u>	
<input type="checkbox"/> 1) NRS <input type="checkbox"/> 2) GFR <input type="checkbox"/> 3) CC / MC <input type="checkbox"/> 4) Pending (1)		Violation		NOC	
<input type="checkbox"/> 1) NRS <input type="checkbox"/> 2) GFR <input type="checkbox"/> 3) CC / MC (2)		Violation		NOC	
Investigator(s): <u>J. Wood</u>		ID Number: <u>2551</u>		Date: <u>10/12/06</u>	
Reviewed By: <u>CHURCH</u>		Date Reviewed: <u>10/30/06</u>		Page: <u>5 of 8</u>	

Vehicle Information



0950026-mg Doc 12053-1

Filed 09/12/12 Entered 09/12/12 12:02:58 PM

Exhibit A

STATE OF NEVADA TRAFFIC ACCIDENT REPORT VEHICLE INFORMATION SHEET Revised 1/84/84				Accident Number: <u>W406-11946</u>																									
Vehicle # <u>3</u>		# Occupants <u>0</u>		<input type="checkbox"/> 1) At Fault <input type="checkbox"/> 2) Non Contact Vehicle																									
Direction of Travel: <input checked="" type="checkbox"/> 1) North <input type="checkbox"/> 3) East <input type="checkbox"/> 5) Unknown <input type="checkbox"/> 2) South <input type="checkbox"/> 4) West		Highway / Street Name: <u>3991 MIDDLE FORK</u>		Travel Lane #:																									
Vehicle <input type="checkbox"/> 1) Straight <input type="checkbox"/> 3) Left Turn <input type="checkbox"/> 5) U-Turn <input type="checkbox"/> 7) Wrong Way <input type="checkbox"/> 9) Passing <input type="checkbox"/> 11) Leaving Parked <input type="checkbox"/> 13) Leaving Lane <input type="checkbox"/> 15) Enter Parked (S) <input type="checkbox"/> 17) Lane Change <input type="checkbox"/> 19) Unknown Action: <input type="checkbox"/> 2) Backing <input type="checkbox"/> 4) Right Turn <input checked="" type="checkbox"/> 6) Parked <input type="checkbox"/> 8) Stopped (S) <input type="checkbox"/> 10) Racing <input type="checkbox"/> 12) Entering Lane <input type="checkbox"/> 14) Other Turning <input checked="" type="checkbox"/> 16) Driveway Vehicle <input type="checkbox"/> 18) Other																													
Driver: (Last Name, First Name, Middle Name, Initial) <u>Marchetti, Robert J.</u>		Transported By: <input type="checkbox"/> 1) Not Transported <input type="checkbox"/> 2) EMS <input type="checkbox"/> 3) Police <input type="checkbox"/> 4) Unknown <u>Other UNRECORDED</u>																											
Street Address: <u>5991 middle fork</u>		Transported To:																											
City: <u>Sun Valley</u>		State / Country <input checked="" type="checkbox"/> 1) NV		Zip Code: <u>89433</u>																									
<input checked="" type="checkbox"/> 1) Male <input type="checkbox"/> 3) Unknown <input type="checkbox"/> 2) Female DOB: <u>REDACTED</u>		Phone Number: <u>675-3287</u>		Person Type: <u>1</u> Seating Position: Code Occupant Restriction: Code																									
<input type="checkbox"/> 1) Male <input type="checkbox"/> 3) Unknown <input type="checkbox"/> 2) Female OUN: <u>4400536759</u>		State: <input checked="" type="checkbox"/> 1) NV Class: <u>L</u> License Status: <input type="checkbox"/> 1) GPL <input type="checkbox"/> 2) DL <input type="checkbox"/> 3) Other		Injury Severity: Code Injury Location: Code Ejected: Code Trapped: Code																									
Compliance: <input type="checkbox"/> 1) Strict <input type="checkbox"/> 2) Endorse Alcohol/Drug Involvement: <input type="checkbox"/> 1) Not Involved <input type="checkbox"/> 2) Suspected Impairment <input type="checkbox"/> 3) Alcohol <input type="checkbox"/> 4) Drugs <input type="checkbox"/> 5) Unknown Method of Determination (check up to 2): <input type="checkbox"/> 1) Field Sobriety Test <input type="checkbox"/> 4) Urine Test <input type="checkbox"/> 2) Evidentiary Breath <input type="checkbox"/> 5) Blood Test <input type="checkbox"/> 3) Driver Admission <input type="checkbox"/> 6) Preliminary Breath Test		Driver Factors: <input type="checkbox"/> 1) Apparently Normal <input type="checkbox"/> 6) Driver Ill / Injured <input type="checkbox"/> 7) Other Improper Driving <input type="checkbox"/> 8) Driver Inattention / Distracted <u>Code</u> <input type="checkbox"/> 9) Physical Impairment <input checked="" type="checkbox"/> 10) Unknown																											
Vehicle Year: <u>1976</u> Vehicle Make: <u>FORD</u> Vehicle Model: <u>F150</u> Vehicle Type: <u>PIC</u> Plate / Permit No.: <u>230 PWM</u> State: <input checked="" type="checkbox"/> 1) NV Expiration Date: <u>03/04/07</u> Vehicle Color: <u>BLK</u>		Vehicle Factors: <input type="checkbox"/> 1) Failed To Yield Right Of Way <input type="checkbox"/> 5) Failed To Maintain Lane <input type="checkbox"/> 16) Driveway Vehicle <input type="checkbox"/> 2) Negligent Control Device <input type="checkbox"/> 10) Following Too Close <input type="checkbox"/> 17) Unsafe Backing <input type="checkbox"/> 3) Too Fast For Conditions <input type="checkbox"/> 11) Unsafe Lane Change <input type="checkbox"/> 18) Ran Off Road <input type="checkbox"/> 4) Exceeding Speed Limit <input type="checkbox"/> 12) Made Improper Turn <input type="checkbox"/> 19) Hit and Run <input type="checkbox"/> 5) Wrong Way / Direction <input type="checkbox"/> 13) Over Correct/Steering <input type="checkbox"/> 20) Road Defect <input type="checkbox"/> 6) Mechanical Defects <u>Code</u> <input type="checkbox"/> 14) Other Improper Driving <input type="checkbox"/> 21) Object Avoidance <input type="checkbox"/> 7) Drove Left Of Center <input type="checkbox"/> 15) Aggressive / Reckless / Careless <input checked="" type="checkbox"/> 22) Unknown																											
Vehicle Identification Number: <u>F23-YA-FE0605</u> Registered Owner Name: <input type="checkbox"/> 1) Same As Driver <u>MARCHETTI, ROBERT</u> Registered Owner Address: <u>P.O. BOX 1421 GARDNERVILLE NV 89410</u>		Insurance Company Name: <input type="checkbox"/> 1) Insured <u>FARMERS</u> Policy Number: <u>67150621889</u> Effective: <u>9/6/06</u> To: <u>3/6/07</u> Insurance Company Address or Phone Number: <u>(775) 356-3900</u> <input type="checkbox"/> 1) Vehicle Towed Towed By:																											
Traffic Control: <input type="checkbox"/> 1) Speed Zone <input type="checkbox"/> 11) Stop Sign <input type="checkbox"/> 2) Signal Light <input type="checkbox"/> 12) Yield Sign <input type="checkbox"/> 3) Flashing Light <input type="checkbox"/> 13) R. R. Sign <input type="checkbox"/> 4) School Zone <input type="checkbox"/> 14) R. R. Gates <input type="checkbox"/> 5) Red Signal <input type="checkbox"/> 15) R. R. Signal (S) <input type="checkbox"/> 6) No Passing <input type="checkbox"/> 16) Marked Lanes <input type="checkbox"/> 7) No Controls <input type="checkbox"/> 17) Tire Chains/Snow Req. <input type="checkbox"/> 8) Warning Sign <input type="checkbox"/> 18) Permissive Green <input type="checkbox"/> 9) Turn Signal <input type="checkbox"/> 19) Unknown <input type="checkbox"/> 10) Other		Distance Traveled After Impact: <u>54'</u> Speed Estimate: From <u>0</u> To <u>0</u> Limit <u>0</u> Extent Of Damage: <input checked="" type="checkbox"/> 1) Minor <input type="checkbox"/> 4) Total <input type="checkbox"/> 2) Moderate <input type="checkbox"/> 5) None <input type="checkbox"/> 3) Major <input type="checkbox"/> 6) Unknown																											
<input type="checkbox"/> 1) NRS <input type="checkbox"/> 2) ORR <input type="checkbox"/> 3) CC/MC <input type="checkbox"/> 4) Pending (1) <input type="checkbox"/> 1) NRS <input type="checkbox"/> 2) ORR <input type="checkbox"/> 3) CC/MC (2)		Sequence Of Events: <table border="1"> <thead> <tr> <th>Code #</th> <th>Description</th> <th>Collision With Fixed Object</th> <th>Most Harmful Event</th> </tr> </thead> <tbody> <tr> <td>1st</td> <td><u>243-</u></td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>2nd</td> <td><u>Car</u></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>3rd</td> <td><u>Car</u></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>4th</td> <td><u>Car</u></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>5th</td> <td><u>Car</u></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </tbody> </table>				Code #	Description	Collision With Fixed Object	Most Harmful Event	1st	<u>243-</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	2nd	<u>Car</u>	<input type="checkbox"/>	<input type="checkbox"/>	3rd	<u>Car</u>	<input type="checkbox"/>	<input type="checkbox"/>	4th	<u>Car</u>	<input type="checkbox"/>	<input type="checkbox"/>	5th	<u>Car</u>	<input type="checkbox"/>	<input type="checkbox"/>
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5th	<u>Car</u>	<input type="checkbox"/>	<input type="checkbox"/>																										
Violation: <u>(1)</u>		NOC		Citation Number																									
Violation: <u>(2)</u>		NOC		Citation Number																									
Investigator(s): <u>J. Wood</u>		ID Number: <u>2851</u>	Date: <u>10/02/06</u>	Reviewed By: <u>C6056</u>	Date Reviewed: <u>10/30/06</u>																								
Page 7		Page 8																											

Vehicle Information





WASHOE COUNTY SHERIFF'S OFFICE

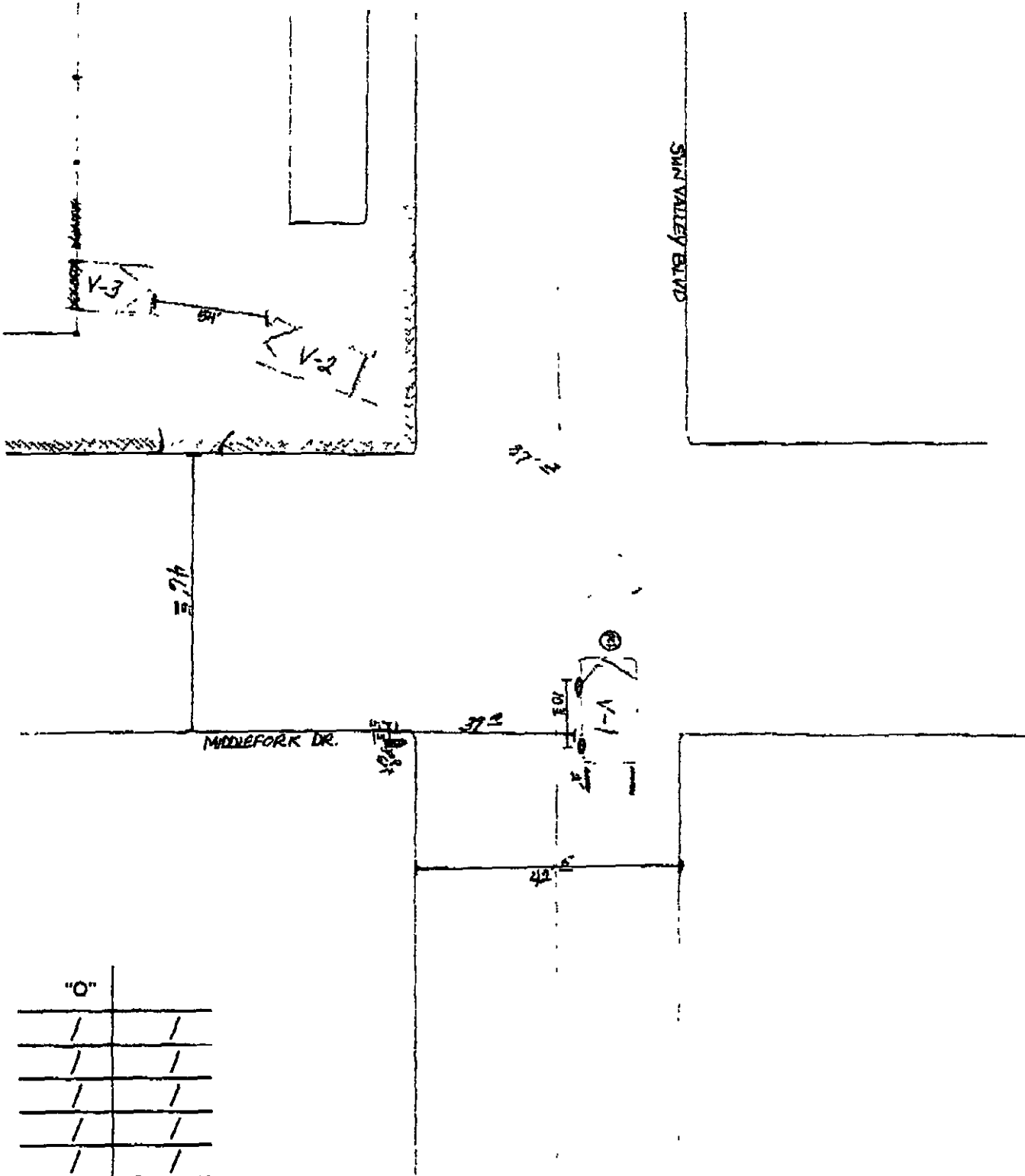
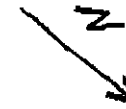
CASE NO. 06-11946

DATE & TIME 10-19-06 1705 hrs.

LOCATION Sun Valley Blvd / Middlefork Dr.

DEPUTY R. Stahl # 957

Indicate North



## SIMPLE INTEREST VEHICLE CONTRACT AND SECURITY AGREEMENT

JOSEPHINE G GOMEZ  
TIA L GOMEZ  
3625 RIO POCO ST

CREDITOR RENO TOY/MAZDA USED  
Address 690 SUNSHINE LANE  
City RENO County WASHOE  
State NV Zip 89502  
Phone ( 775 ) 333-1033

County WASHOE  
Zip 89502  
Res Phone ( 775 ) 825-5436

No Salesman PABLO LOPEZ Date 09/05/2006

## SECTION B: DISCLOSURE MADE IN COMPLIANCE WITH FEDERAL TRUTH-IN-LENDING ACT

Your Payment Schedule will be

(e) means an estimate

Number of Payments	Amount of Payments	When Payments Are Due
71	669.46	MONTHLY BEGINNING: 10/20/2006
01	669.46	DUE ON: 09/20/2012
	NA	

**INSURANCE.** Credit life insurance, credit disability insurance and debt cancellation coverage, which is also known as GAP coverage, are not required to obtain credit, and will not be provided unless you sign and agree to pay the additional cost

Type	Premium	Term	Signature(s)
Credit life	\$ NA	NA	I want credit life insurance <u>X</u> SIGNATURE(S)
Joint credit life	\$ NA	NA	We want joint credit life insurance <u>X</u> SIGNATURE(S)
Credit disability	\$ NA	NA	I want credit disability insurance <u>X</u> SIGNATURE(S)
Credit life and disability	\$ NA	NA	I want credit life and disability insurance <u>X</u> SIGNATURE(S)
Joint credit life and disability	\$ NA	NA	We want joint credit life and single disability insurance <u>X</u> SIGNATURE(S)
Debt cancellation coverage (GAP coverage)	\$ NA	NA	I want debt cancellation coverage (GAP/Coverage) <u>X</u> SIGNATURE(S)

You may obtain property insurance from anyone you want that is acceptable to the Creditor above. If you get the insurance from the Creditor you will pay \$ NA and the term of the insurance will be NA

**SECURITY** You are giving a security interest in the goods or property being purchased

☐ Other (Check if applicable)

Filing fee \$ NA Nonfiling insurance \$ NA

**LATE CHARGE** If a payment is more than 10 days late, you will be charged \$15 or 8 percent of the payment, whichever is less

**PREPAYMENT** If you pay off early, you will not have to pay a penalty

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and penalties

## SECTION D: VEHICLE RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT

This contract is made the 5(day) of September (month), of 2006(year), between you, the Buyer(s) shown above, and us, the Seller shown as Creditor above. Having been quoted a cash price and a credit price and having chosen to pay the credit price (shown as the Total Sales Price in Section B above), you agree to buy and we agree to sell, subject to all the terms of this contract, the following described vehicle, accessories and equipment (all of which are referred to in this contract as "Collateral")

New or Used U Year and Make 2005 CADDILLAC

Series ESCALADE Body Style SPORT UTILIT No Cyl 8

If truck, ton capacity \_\_\_\_\_

Manufacturer's Serial Number 16YK63N05R156553

Use for which purchased ☒ Personal ☐ Business ☐ Agriculture

## INCLUDING

- ☐ Sun/Moon Roof ☐ Air Conditioning ☐ Automatic Transmission  
☐ Power Steering ☐ Power Door Locks ☐ Power Seats  
☐ Power Windows ☐ Tilt Wheel ☐ Vinyl Top  
☐ Cassette ☐ Cruise Control ☐ AM/FM Stereo  
☐ Compact Disc Player

## SECTION C: ITEMIZATION OF AMOUNT FINANCED

- Vehicle Selling Price \$ 43200.00  
Plus Documentary Fees \$ 249.50  
Plus Emission Inspection Fee \$ 24.95  
Plus Other ( VTR ) \$ 199.00  
Plus Other ( ) \$ NA  
Taxable Selling Price \$ 43673.45
- Total Sales Tax \$ 3220.92
- Amounts Paid to Public Officials  
a Titling Fee \$ NA  
b Registration Fee \$ NA  
c Other ( LICENSE FEE ) \$ 28.25  
TOTAL OFFICIAL FEES (Add 3a through 3c) \$ 28.25
- Plus Other Charges  
a Extended Service Contract\* \$ 2495.00  
b Driveaway Permit \$ NA  
c Other ( ) \$ NA  
d Other ( ) \$ NA  
Total OTHER CHARGES (Add 4a through 4d) \$ 2495.00
- Total Cash Sales Price (Add 1 through 4) \$ 49417.62
- Gross Trade-In Allowance \$ 10000.00

(REVERSE SIDE OF CONTRACT)

## (Simple Interest)

**(CONT'D) ADDITIONAL TERMS AND CONDITIONS**

**Simple Interest Contract** This is a simple interest contract. The Finance Charge, Total of Payments and Payment Schedule set forth in the disclosures on the reverse side may differ. The final payment may differ depending upon the dates payments are received and events which occur after this contract is made. For example, payments will have the effect of reducing your final payment, while late payments will cause your final payment to be higher. Your promise requires you to pay the payment on the date due, which payment will be equal to all unpaid sums due under this contract, even if the amount of the final payment differs from the amount of the final payment disclosed on the reverse side hereof.

**Default** If you default in the performance of any of the terms and conditions of this agreement, including, but not limited to, making of any payment later than 30 days of when due, or become insolvent, or file any proceeding under U.S. Bankruptcy Code, or upon your demise, or if the vehicle is damaged or destroyed, we may, at our option and without notice or demand (1) declare all unpaid sums immediately due and payable, (2) file suit against you for all unpaid sums and (3) take immediate possession of the vehicle. Upon taking possession of the vehicle and giving notice as provided by law, if you do not redeem the vehicle, we will sell it at public or private sale. We may purchase the vehicle at any sale. The proceeds of the sale will be applied first to the expenses of retaking, reconditioning, storing and selling the property, and the remainder will be applied to the unpaid sums owing under this contract. Attorney's fees and court costs are allowed too. If there is any money left over (surplus) it will be paid to you. If a balance still remains owing, you promise to pay that balance upon demand. If you default or breach this agreement you agree to pay finance charges at the Annual Percentage Rate shown on the reverse side until all sums owing are paid in full. Our remedies are cumulative and taking of any action is not a waiver and does not prohibit us from pursuing any other remedy. You promise to pay reasonable collection costs and expenses, including attorney's fees, if you default under this agreement. If suit is filed, you agree that attorney's fees and costs will be awarded to the prevailing party. If the vehicle is repossessed we may store personal property found in the vehicle for your account and at your expense and if you do not claim property within 90 days after the repossession, we may dispose of the personal property in any manner we deem appropriate without liability to you.

**Delinquency and Collection Charges** You will pay a delinquency charge equal to the lesser of \$15 or 8 percent of any installment in default for more than 10 days. If you default as described in the preceding paragraph and we refer this contract for collection to an attorney who is not our salaried employee or a salaried employee of the holder of this contract, you will pay reasonable attorney's fees plus court costs, and reasonable collection costs to the extent not prohibited by law.

**Demand for Full Payment and Additional Remedies on Default** If you default under this contract, at the time of the default or any time after default (if the default hasn't been cured previously) we may require immediate payment of the unpaid portion of the amount you owe us. If there is any money left over (surplus) it will be paid to you. On any default, we will have all the remedies of a secured party under the Uniform Commercial Code. If the cash price on the reverse hereof is \$1,000 or less, you will not be personally liable for any deficiency incurred in a sale after repossession.

**Ownership of the Collateral** You represent that there are no liens, claims or encumbrances on the Collateral except for the security interest you grant by this contract to us and you further represent that you have executed no financing statement covering the Collateral except for one relating to this contract.

**Location and Use of Collateral** You agree to notify us in writing of any change of your address or of any change in the location of the Collateral. Unless you first have received our written consent, you may not take the Collateral out of the State shown in Section D in the section entitled "Address Where Collateral Will Be Located" and you may not sell, lease or otherwise dispose of the Collateral or any part of it by any means. You will comply with all laws, ordinances, regulations and orders relating to the Collateral. You will keep the Collateral in good condition and will not alter or substantially modify it or conceal it. You will not allow any other security interest on the Collateral besides the security interest granted to us under this contract.

**Inspection of the Collateral** We may inspect the Collateral at any reasonable time.

**Taxes** You are responsible for and will pay when due all taxes and assessments levied on the Collateral. If you fail to do so, we may pay any such tax or assessment on your behalf. An amount equal to that which we paid will be added to the Total of Payments then owing and you will be charged a finance charge on the amount we paid at the highest lawful contract rate.

**Property Insurance** You will keep the Collateral insured against such risks and in such amount as we may from time to time require with an insurer that you choose and we approve. As indicated in Section B, if you choose, we will obtain property insurance for you at the premium shown. Whether the insurance is provided by you or by us, you will pay all premiums for this insurance when the premiums are due and payable. If you provide property insurance, you will deliver the policies to us as additional security and will provide us with receipts showing payment of premiums. If you do not obtain the insurance or pay the premiums, we may do so for you. If we do this, an amount equal to that which we have paid for the premiums will be added to the Total of Payments then owing and a finance charge at the highest lawful rate will be charged on that amount. If we do not obtain the insurance, none of our other rights and remedies will be prejudiced. You agree that any proceeds from insurance are to be used to either repair or replace the vehicle. Whether or not the vehicle is insured, you must pay for it if it is lost, damaged, or destroyed. If you default (as described above), we may cancel the insurance and credit any insurance premium refunds to the unpaid balance of this contract.

## **LIABILITY INSURANCE IS NOT REQUIRED BY THIS CONTRACT. YOU HAVE THE RIGHT TO CHOOSE THE PERSON THROUGH WHOM LIABILITY INSURANCE IS TO BE OBTAINED.**

**Information to Insurance Company or Agent:** You give your permission to furnish any information about the Collateral or any information about insurance policies on the Collateral to an insurance agent or company.

**Credit Life Insurance, Credit Disability Insurance and Debt Cancellation Coverage (GAP Coverage)** If you indicated in Section B that you want optional credit life insurance, credit disability insurance or debt cancellation coverage (GAP coverage), or any combination thereof, you agree to pay for such insurance at the premium shown in Section B.

**NO WARRANTIES. THE SELLER MAKES NO REPRESENTATIONS, PROMISES OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OF THE COLLATERAL OR WHETHER THE COLLATERAL IS SUITABLE OR FIT FOR THE PARTICULAR PURPOSE INTENDED. UNLESS THE SELLER HAS DONE SO IN THIS CONTRACT OR IN A SEPARATE WRITTEN AGREEMENT SIGNED BY THE SELLER AS THE ORIGINAL SELLER OF THE COLLATERAL. HOWEVER, IF THE SELLER MAKES AN EXPRESS WARRANTY IN THIS CONTRACT OR IN A SEPARATE WRITTEN AGREEMENT SIGNED BY THE SELLER OR, WITHIN 90 DAYS AFTER THE DATE OF THIS CONTRACT, THE SELLER ENTERS INTO A SERVICE CONTRACT WITH THE BUYER THAT APPLIES TO THE COLLATERAL, THE EXCLUSION OF IMPLIED WARRANTIES SET FORTH IN THIS PARAGRAPH DOES NOT EXCLUDE ANY IMPLIED WARRANTIES THAT MAY EXIST WITH RESPECT TO THE COLLATERAL DURING THE TERM OF THE CONTRACT OR AGREEMENT IN WHICH THE EXPRESS WARRANTY IS MADE.**

**Notices** Any notice we have to give you pursuant to the Uniform Commercial Code will be reasonable if we send it to your address shown in Section D in the section entitled "Your Address After Receipt of Possession of Collateral" at least 5 days before the event with respect to which notice is required.

**Time Is of the Essence** You understand that all payments that are required must be made on the day due.

**Exercising Our Rights** We can, without notice, delay enforcing our rights or exercise only part of them, without losing them, or waive a right we have to one Buyer without waiving it as to the other(s).

**Meaning of Words** In this contract the words "you" and "your" means each and all those who sign this contract as Buyers or Co-Buyers, and their heirs, executors, administrators, successors and assigns. The words "we," "us" and "ours" means the Creditor shown on the reverse in Section A and, if this contract is assigned, its successors and assigns and any other holder of this contract.

**Governing Law** This contract has been delivered in the state of Creditor's place of business and will be governed by the laws of that State and applicable federal law.

**Invalidity** Wherever possible each provision of this contract shall be interpreted so that it is valid under applicable law, but if any provision is prohibited or invalid, the remaining provisions of this contract will continue to be valid.

**Notice of Rescission Rights** The provisions of this paragraph only apply if you have signed the notice of rescission rights on the face of the contract. (1) You agree to furnish the Seller any documentation necessary to verify information contained in your credit application. (2) You acknowledge that it may take a few days for the Seller to verify your credit and assign the contract. In consideration of the Seller agreeing to deliver the vehicle, you agree that if the Seller is unable to assign the contract to a financial institution with whom the Seller regularly does business pursuant to terms of assignment acceptable to the Seller, the Seller may elect to rescind the contract. (3) If the Seller elects to rescind the contract, the Seller shall, within 15 days after the date of the contract, give you notice of the rescission. Such notice shall be deemed given upon deposit of a written notice in the United States mail directed to you at the address you stated in the contract or upon any other manner in which actual notice is given to you. Upon receipt of such notice, you shall immediately return the vehicle to the Seller in the same condition as when sold, reasonable wear and tear excepted, and the contract shall be deemed rescinded. The Seller agrees, upon rescission of the contract, to restore to you all consideration received in connection with the contract, including any trade-in vehicle. (4) If the vehicle is not immediately returned to the Seller after giving notice of the Seller's election to rescind the contract, you are liable to the Seller for all expenses incurred by the Seller in obtaining possession of the vehicle, including attorney's fees, and the Seller has the right to repossess the vehicle as permitted by law. (5) While the vehicle is in your possession, all terms of the contract, including those related to the use of the vehicle and insurance for the vehicle, are in force and all risk of loss or damage to the vehicle must be assumed by you. You shall immediately pay all reasonable repair costs related to any damage to the vehicle while it is in your possession or under your control and until the vehicle is returned to the Seller.

**NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

Description of the vehicle on the reverse side, /

WHITE Color Tires Lic No

You, severally and jointly, promise to pay to us the Total of Payments (shown in Section B above) according to the Payment Schedule (also shown in Section B above), until paid in full, together with interest after maturity at the Annual Percentage Rate disclosed above

To secure such payment, you grant to us a purchase money security interest under the Uniform Commercial Code in the Collateral and in all accessions to and proceeds of the Collateral Insurance in which we or our assignee are named as beneficiary or loss payee, including any proceeds of such insurance or refunds of unearned premiums, or both, are assigned as additional security for this obligation and any other obligation created in connection with this sale. We, our successors and assigns, hereby waive any other security interest or mortgage which would otherwise secure your obligations under this contract except for the security interests and assignments granted by you in this contract

Address where Collateral will be located

Street 3625 RIO POCO ST City RENO

County WASHOE State NV

Your address after receipt of possession of Collateral

Street 3625 RIO POCO ST City RENO

County WASHOE State NV

#### NOTICE OF RESCISSION RIGHTS

If the Buyer signs here, the notice of rescission rights on the reverse side is applicable to this contract

Buyer's Signature X

Co-Buyer's Signature X

STATE DISCLOSURE REQUIREMENTS The provisions of Section B and Section C above are incorporated into this agreement for purposes of state disclosure requirements

Additional Terms and Conditions The additional terms and conditions set forth on the reverse side hereof are a part of this contract and are incorporated herein by reference

OPTION You pay no Finance Charge if the Total Amount Financed, Item No 12, Section C, is paid in full on or before the (day) of (month) of (year)

SELLER'S INITIALS

0000 2003 HAZDA 6S  
YEAR MAKE MODEL  
Minus Payoff Balance \$ NA  
Net Trade-In Allowance \$ 10000.00  
7 Down Payment (Other Than Net Trade-In Allowance) \$ 537.50  
a Trade-In Sales Tax Credit \$ NA  
b Cash \$ NA  
c Manufacturer's Rebate \$ NA  
d Other ( ) \$ NA  
Down Payment (Add 7a through 7d) \$ 537.50  
8 TOTAL DOWN PAYMENT AND NET TRADE-IN ALLOWANCE (Add 6 and 7) \$ 10537.50  
9 UNPAID BALANCE OF CASH SALES PRICE (Subtract 8 from 5) \$ 38880.12  
10 Plus Optional Insurance Charges\*  
a Credit Life Insurance Premium Paid to ( ) Term ( NA ) \$ NA  
b Credit Disability Insurance Premium Paid to ( ) Term ( NA ) \$ NA  
c Debt Cancellation Coverage (GAP Coverage) Paid to ( ) Term ( ) \$ NA  
d Other Insurance Paid to ( ) Term ( ) \$ NA  
11 Other Amounts Financed  
a Paid to ( ) \$ NA  
b Paid to ( ) \$ NA  
12 TOTAL AMOUNT FINANCED (Add 9, 10 and 11) \$ 38880.12  
\*Seller may retain or receive a portion of this amount

#### SECTION E: NOTICE TO BUYER

Do not sign this agreement before you read it or if it contains any blank spaces. You are entitled to a completed copy of this agreement. If you fail to perform your obligations under this agreement, the vehicle may be repossessed and you may be able for the unpaid indebtedness evidenced by this agreement

You are buying a used vehicle with this contract, as indicated in the description of the vehicle above, federal regulation may require a special buyer's guide to be displayed on the window

THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE

The text of the preceding two paragraphs is set forth below in Spanish

usted está comprando un vehículo usado mediante este contrato según la descripción del vehículo arriba, la ley federal podrá exigir que la ventanilla demuestre una guía especial para el comprador

LA INFORMACIÓN QUE USTED VE EN LA FORMA DE VENTANILLA PARA ESTE VEHICULO ES PARTE DE ESTE CONTRATO. LA INFORMACIÓN EN LA FORMA DE VENTANILLA DOMINA CUALESQUIER ESTIPULACIÓN CONTARIA EN EL CONTRATO DE VENTA.

BUYER AND CO-BUYER ACKNOWLEDGE RECEIPT OF A TRUE AND COMPLETELY FILLED-IN COPY OF THIS CONTRACT AND THE ABOVE DISCLOSURE AT THE TIME OF SIGNING.

ABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED UNLESS OTHERWISE INDICATED IN SECTION C ABOVE

per X Date 09/05/06 Co-Buyer X Date 09/05/06  
Editor RENO TOY/MAZDA USED Date 09/05/06 By X Title

If you are buying a used vehicle with this contract, as indicated in the description, federal regulation may require a special buyer's guide to be displayed on the window

**THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.**

Assignment For value received, Seller sells, assigns, and transfers to \_\_\_\_\_ (Assignee), its successors and assigns, the entire right, title and interest of Seller in the contract contained herein, including, but not limited to, all amounts payable to Buyer and security interest in the Collateral. To induce Assignee to purchase the contract, Seller represents and warrants to Assignee as follows: (a) the contract is genuine and the statements and amounts inserted herein are correct, (b) the contract and security interest arose entirely from the sale of the Collateral or services described in the contract, or both, (c) the down payment, if any be shown on the face hereof, has been received and no part thereof was advanced directly or indirectly by Seller to Buyer, (d) the goods and services have been furnished to the satisfaction of Buyer and all obligations of warranty to Buyer, either express or implied, have been and will continue to be fulfilled by Seller, (e) the Collateral or services, or both, have been sold, provided and delivered to and accepted by Buyer, (f) the security interest granted to Seller in the contract constitutes a valid first lien on the Collateral and has been filed or recorded according to law to preserve the priority of each lien, (g) the Collateral is free and clear of all liens and encumbrances, except the security interest granted by this contract, (h) the full amount of the stated Total of Payments remains unpaid, (i) Seller is the holder of the contract and the security interest in the Collateral free and clear of all liens and encumbrances and Seller has full power and authority to assign the same, (j) the transaction was consummated on the above date set forth in the contract and Buyer did not receive possession of the Collateral prior to the date of consummation, (k) Buyer was furnished a completed copy of the contract prior to consummation, (l) the Collateral is insured with a company acceptable to Assignee against physical damage in addition to such other risks as Assignee requires under an insurance policy acceptable to Assignee, (m) Seller has not knowingly communicated to Assignee incorrect information relating to the Buyer's application or credit statement or knowingly failed to communicate information relating to such application or credit statement, (n) the facts set forth in the contract are true, (o) Buyer has no defense or counterclaim to payment of the obligation evidenced by the contract, (p) Buyer is or, if more than one, each is not a minor and has legal capacity to execute this contract and is liable thereon, and (q) Seller has no reason to believe the Buyer has ever violated any laws concerning liquor or narcotics.

In the event any warranty shall be breached or any representation shall be false, Seller shall, upon demand and irrespective of whether the contract is then in default, repurchase the contract from Assignee at a price equal to the unpaid balance of the contract plus accrued interest, or such other amount agreed to by Seller and Assignee in a separate agreement as in effect on the date of such demand by Assignee, plus any costs or expenses of collection, including attorney's fees, whether incurred by Assignee by suit or on appeal or otherwise. Seller waives all defenses that otherwise might have been available but nothing herein contained shall preclude Assignee from enforcing against Seller any other remedies provided by law for misrepresentation or breach of warranty. In the event of any proceedings commenced by Assignee against Buyer with respect to the contract, services or the Collateral, if Buyer asserts as a defense, set off or counterclaim any act, omission or default by Seller, Seller shall forthwith on demand repurchase the contract for the amount set forth above. The provisions of this assignment shall be binding on the heirs, representatives, successors and assigns of Seller and shall inure to the benefit of the successors and assigns of Assignee. The above assignment provisions apply and are in addition to any obligations of Seller as provided in the paragraph below endorsed by Seller.

**1 RECOURSE** Seller absolutely and unconditionally guarantees the prompt payment of either the total unpaid amount of the contract and any accrued interest or such other amount agreed to by Seller and Assignee in a separate agreement, together with all costs, expenses and reasonable attorney's fees incurred in the collection of said amount. Seller waives all defenses arising by reason of any failure to give notice of acceptance of this guaranty or default of Buyer, or arising by reason of any extension of time given to Buyer, or by reason of any failure by Assignee to pursue Buyer or the Collateral or other property of Buyer or to resort to other security or remedies which may be available, and waives any and all defenses arising out of the guarantor relationship.

Seller \_\_\_\_\_ By \_\_\_\_\_  
Title \_\_\_\_\_ Date \_\_\_\_\_

**2 REPURCHASE** In the event of default by the Buyer under any of the terms or conditions of the contract, Seller will repossess and repurchase the Collateral or, if the Collateral has already been repossessed, Seller will repurchase the Collateral at the place of repossession or recovery. The Collateral will be repurchased in any event AS IS, at a price equal to the then unpaid balance of the contract and any accrued interest, or such other amount agreed to by Seller and Assignee in a separate agreement as in effect as of the default, together with all costs, expenses and reasonable attorney's fees incurred by Assignee in the collection of said amount. Seller waives all defenses arising by reason of any failure to give notice of acceptance of this agreement or default of Buyer, or arising by reason of extension of time given to Buyer, or by reason of any failure by Assignee to pursue Buyer or the Collateral or other property of Buyer or to resort to other security or remedies which may be available, and waives all other defenses that might otherwise have been available. At the time of repurchase, Seller shall pay to Assignee the purchase price in cash and Assignee may reassign to Seller without recourse and without warranties, express or implied, all title retention or lien instrument and all contracts or promissory notes which Assignee then holds upon such Collateral.

Seller \_\_\_\_\_ By \_\_\_\_\_  
Title \_\_\_\_\_ Date \_\_\_\_\_

**3 LIMITED ENDORSEMENT.** In the event of default of Buyer before Buyer shall have paid the first \_\_\_\_\_ installments under the foregoing contract, Assignee may reassign the contract to Seller and Seller agrees, upon tender of such reassignment and in consideration thereof to pay to Assignee either the then unpaid balance of the contract and any accrued interest, or such other amount agreed to by Seller and Assignee in a separate agreement as in effect as of the reassignment, together with all costs, expenses and reasonable attorney's fees incurred in the collection of said amount. Seller waives all defenses arising by reason of any failure to give notice of acceptance of this agreement or default of Buyer, or arising by reason of any extension of time given to Buyer or by reason of any failure by Assignee to pursue Buyer or the Collateral or other property of Buyer or to resort to other security or remedies which may be available, and Seller waives any other defenses that might otherwise have been available.

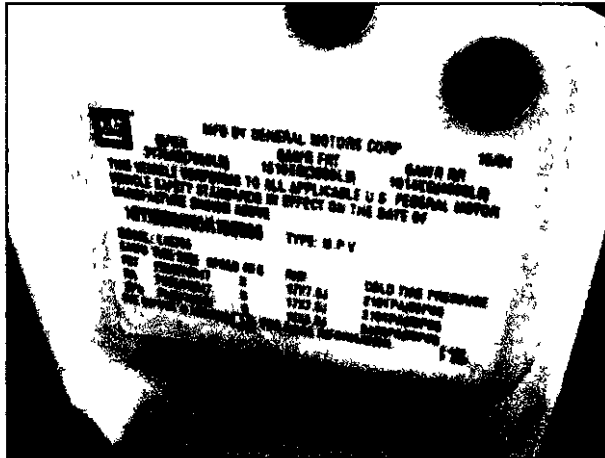
Seller \_\_\_\_\_ By \_\_\_\_\_  
Title \_\_\_\_\_ Date \_\_\_\_\_

**4 WITHOUT RECOURSE** This assignment shall be without recourse against Seller except for such obligations as are set forth in the assignment above.

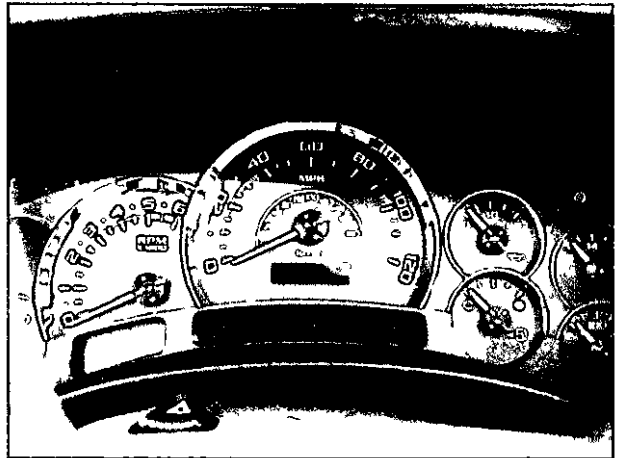
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Title \_\_\_\_\_ Date \_\_\_\_\_

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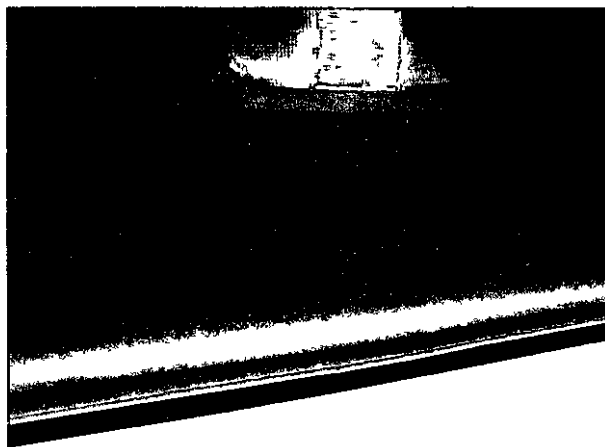
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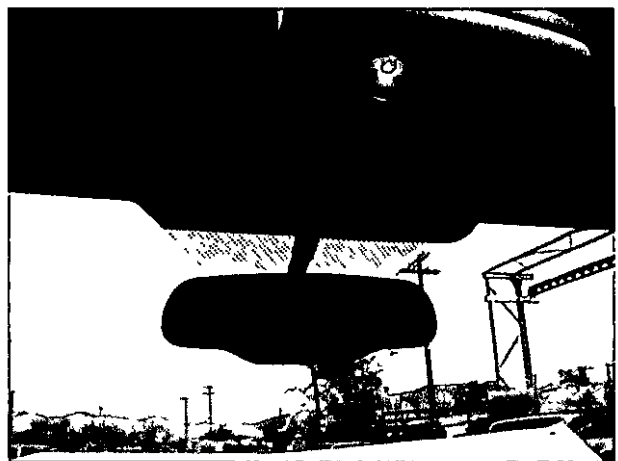
vin tag



no key was with vehicle, no oil sticker, need accurate milage



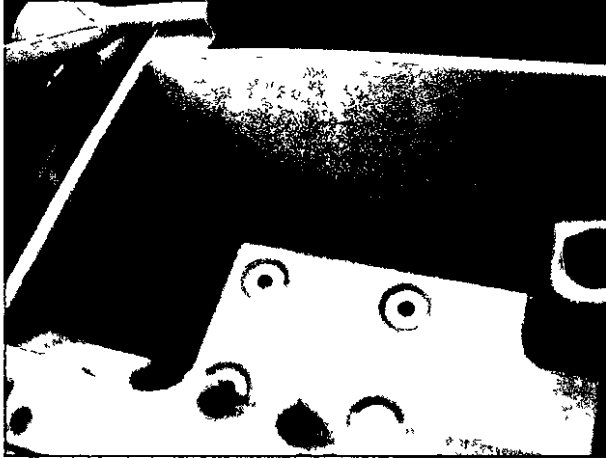
sunroof, headliner



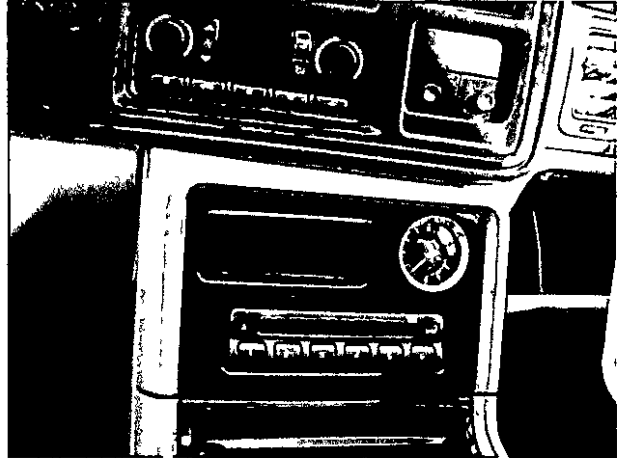
onstar and overhead controls

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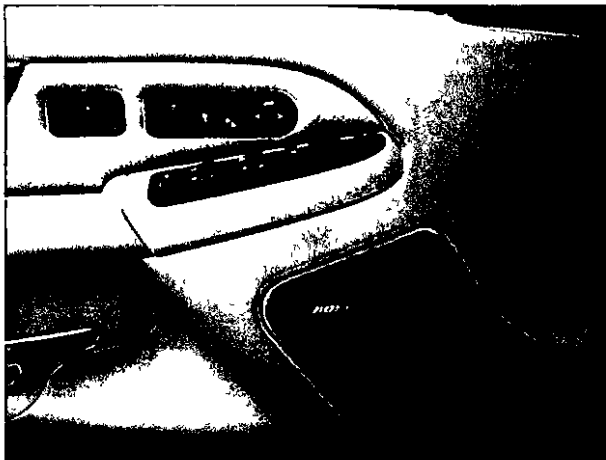
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console



dashboard



trim panel, BOSE stereo



seat conditions

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carpet condition



driver's air bag deployed



passenger airbag deployed



rear carpets

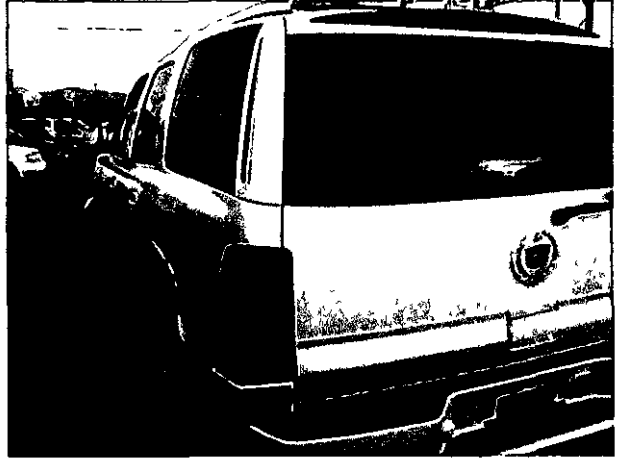


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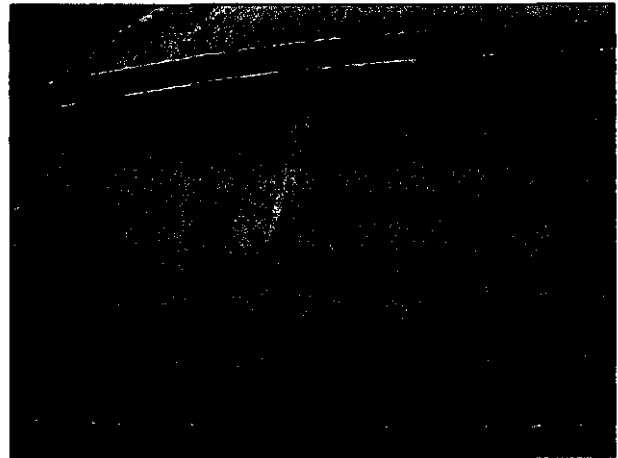
left front view



left rear view



rear view



roof

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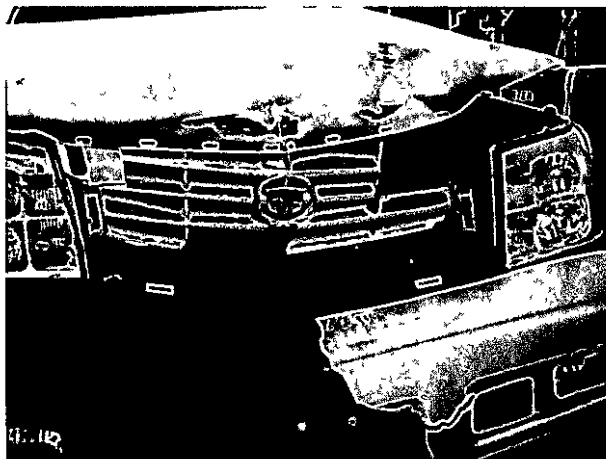
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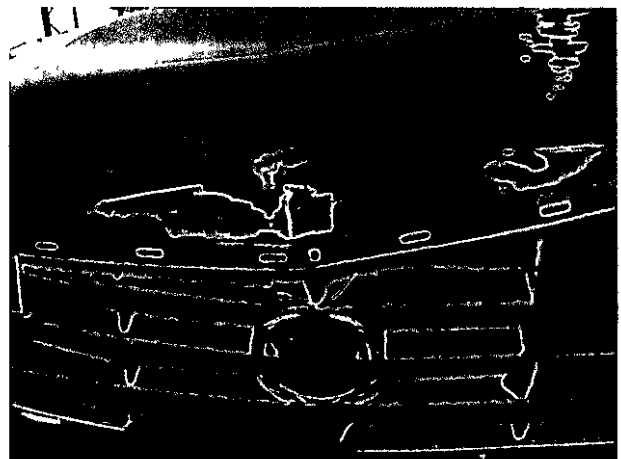
rt rear view



rt front view



point of impact



dmg to hood and grille

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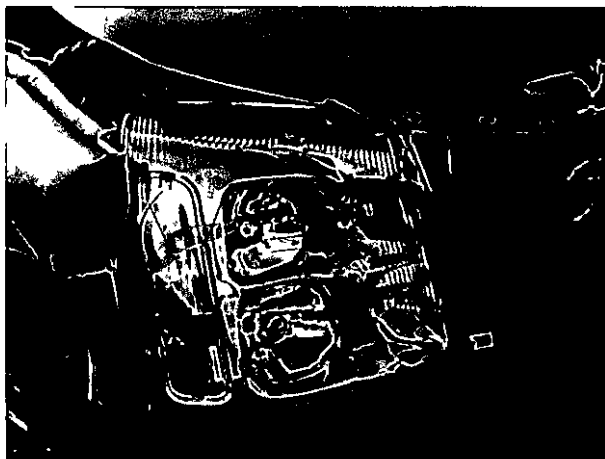
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dmg to left lamp



no dmg to left fender or inner structure



dmg to rt lamp



dmg to rt fender and inner structure

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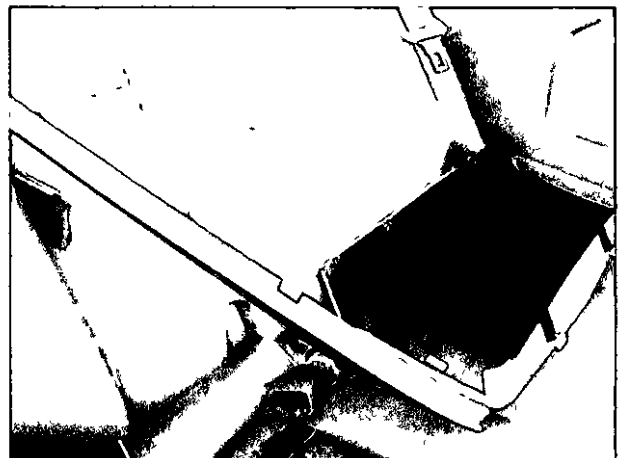
rt fender liner



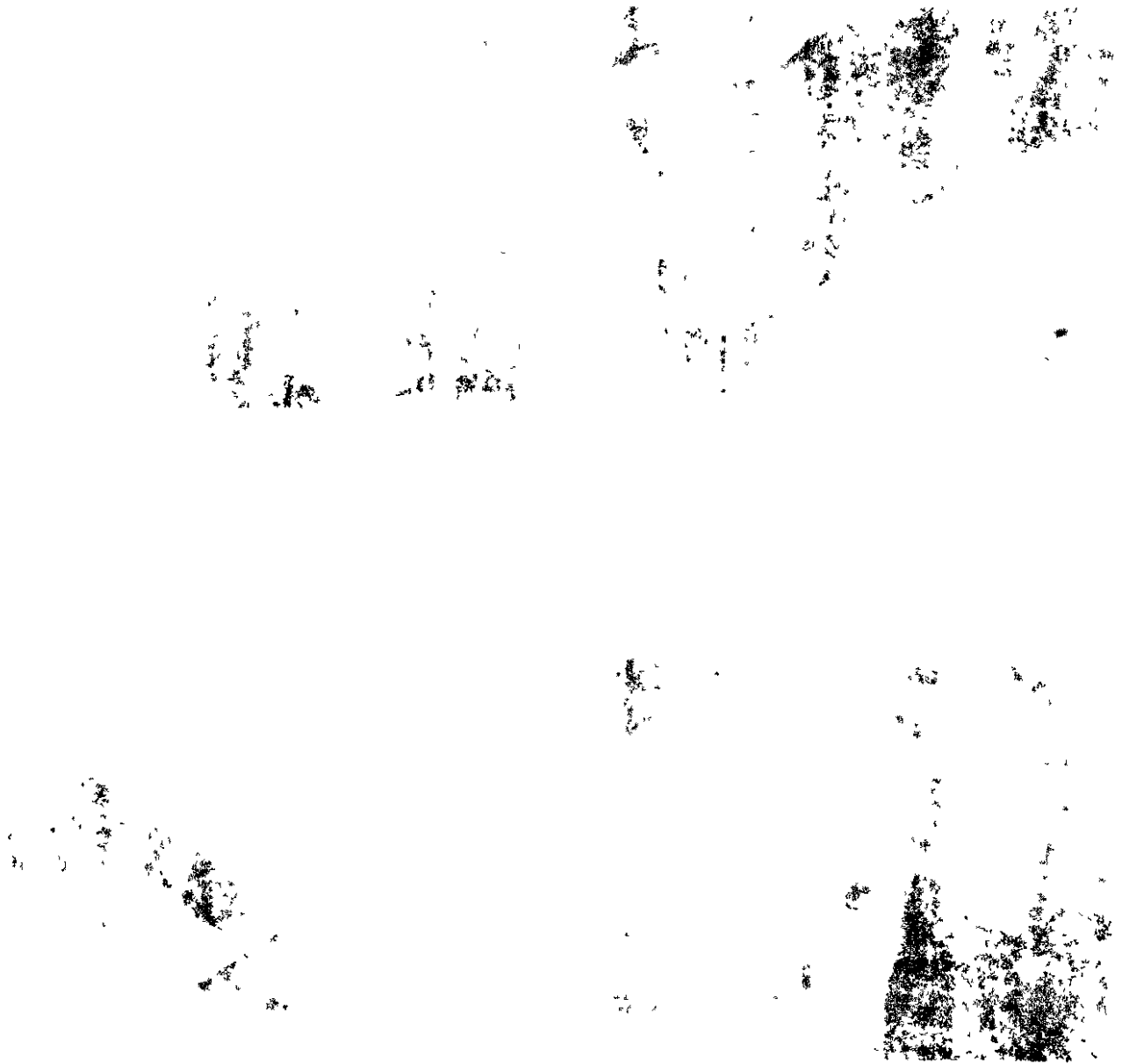
rt fender is pushed back to rt front door



bumper was thrown inside of vehicle by tow yard and made a mess of the interior



old parts thrown inside of vehicle



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dash



view of cowl



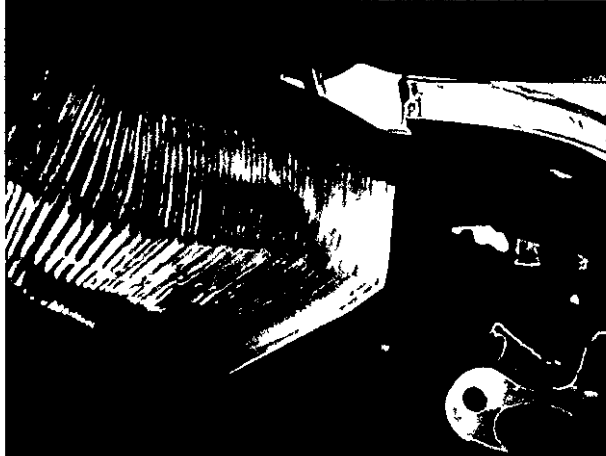
view of how far back hood pushed after impact



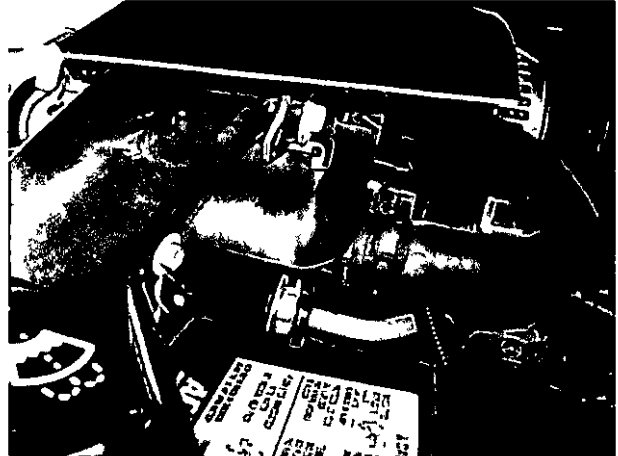
dmg inside of engine

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airfilter dmg



view of engine under hood which is stuck down



view of engine under hood

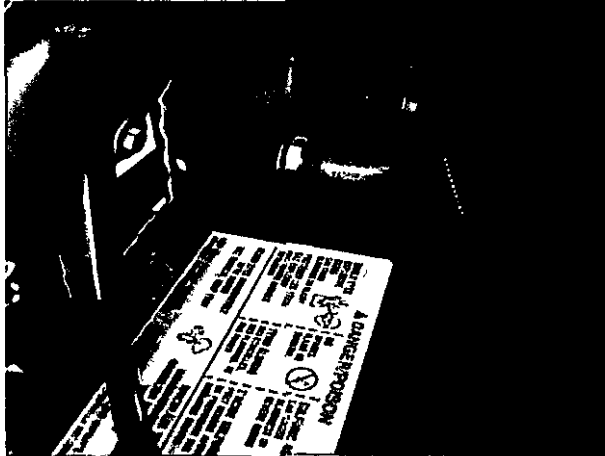


view of engine



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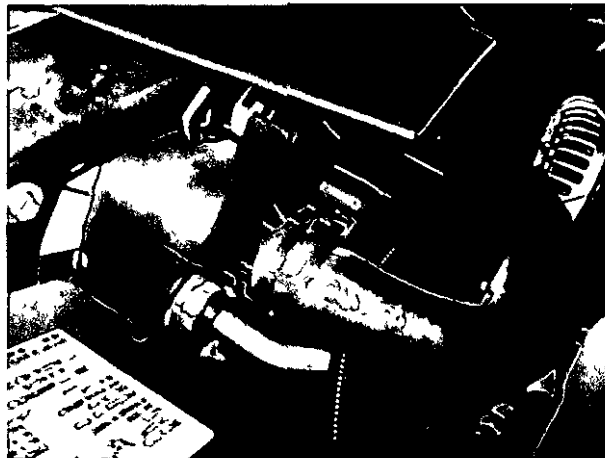
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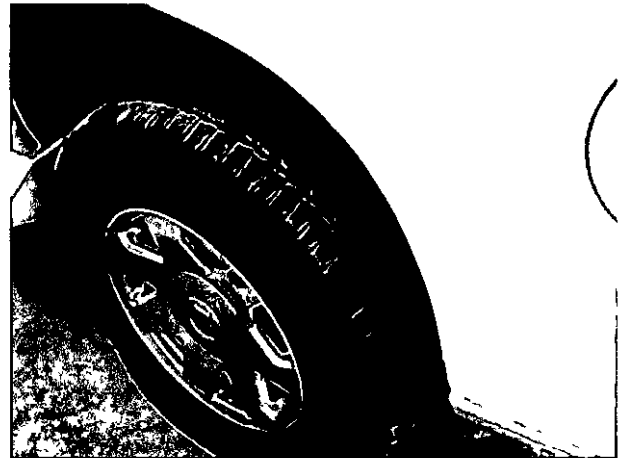
view under hood, batter is pushed over



cannot tell if firewall is penetrated



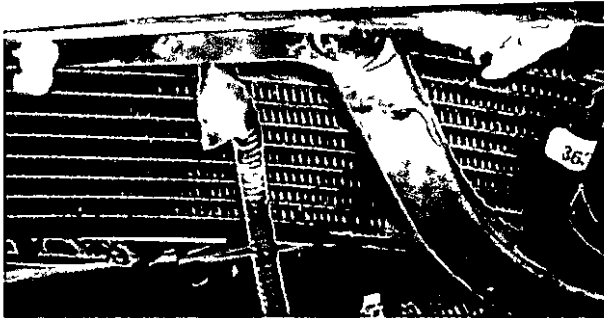
view of engine



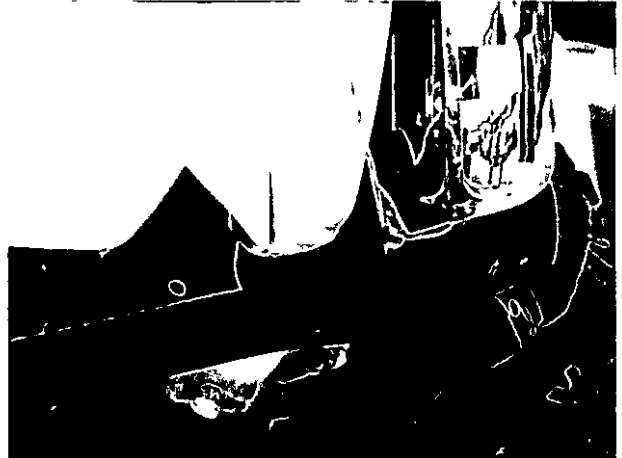
left rear tire has no air and there is an unknown reason for this as tow yard said it had been inflated

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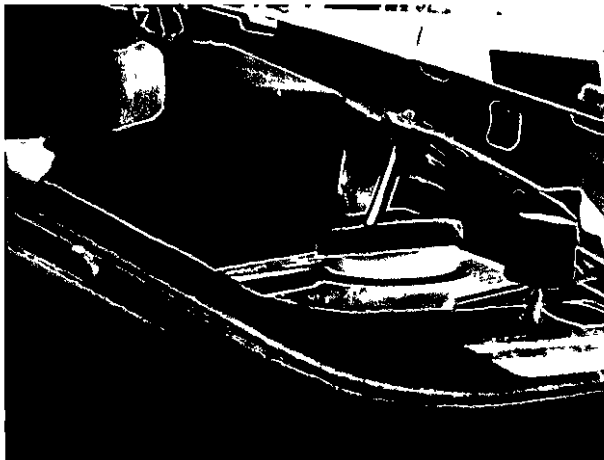
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view of core support dmg



rt side of lamp



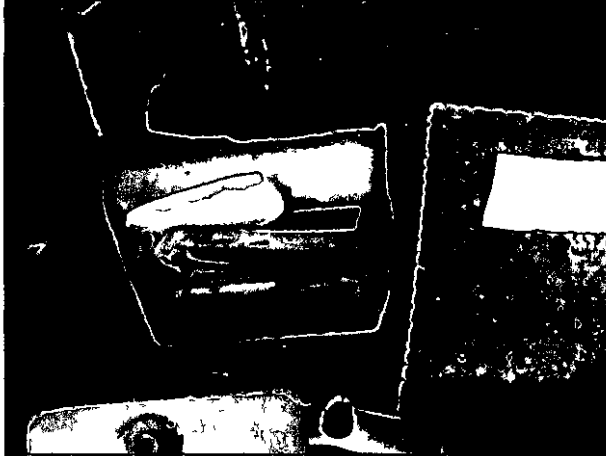
view under hood



core support dmg

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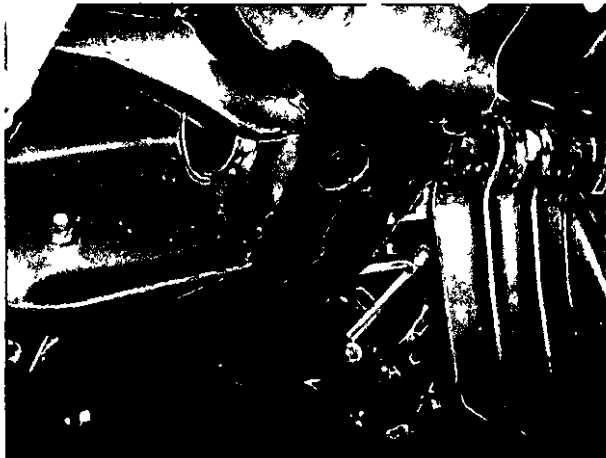
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core support dmg



core support dmg



view under hood shows that frame rails are intact



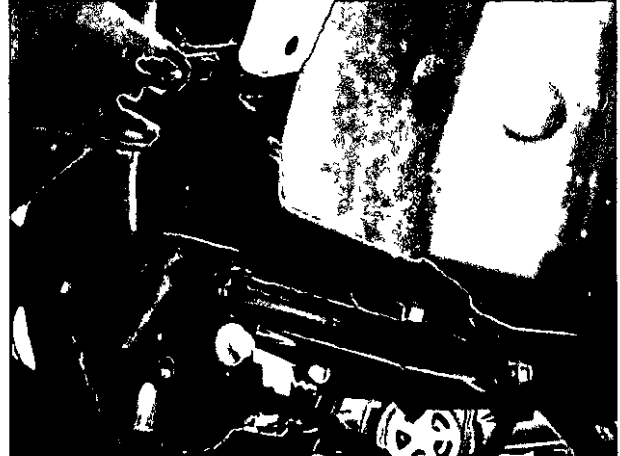
frame dmg appears minor

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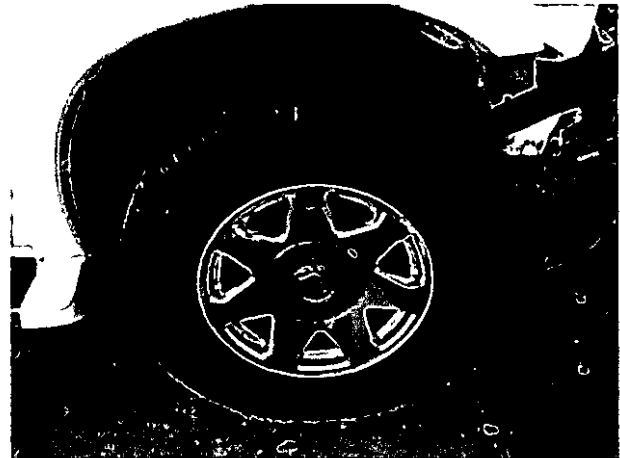
view under vehicle



view under bumper



xshield is broken



rt front fender/wheel

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tire tread